

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES DEPARTMENT OF AGRICULTURE
AND THE
UNITED STATES DEPARTMENT OF ENERGY
FOR COOPERATION IN FUEL CELL AND HYDROGEN RESEARCH,
DEVELOPMENT, AND DEMONSTRATION**

Whereas, the Department of Energy (DOE), and the Department of Agriculture (USDA), hereinafter referred to as a “Party” or the “Parties,” are jointly interested in increasing the effectiveness of their respective programs in areas of mutual interest;

Whereas, Congress directed the Parties to enter into a memorandum of understanding (MOU) to disseminate information and cooperate in the application of hydrogen and fuel cell technology programs for rural communities and agricultural producers (Farm Security and Rural Investment Act of 2002, Pub. L. No. 107-171, Title IX, § 9007, 116 Stat. 483 (May 13, 2002) (“FSRIA”) or the “Act”));

Whereas, increased effectiveness can best be achieved by establishing a MOU to provide a coordinated framework for collaborative efforts between the Parties;

Whereas, the DOE and USDA have research, development, and demonstration (RD&D) programs focused on advancing knowledge in the efficient use of energy, on developing energy from biomass, on developing technology for use of alternative sources and forms of energy, and specifically on advancing hydrogen and fuel cell technology;

Whereas, the potential for increased energy supply, and for environmental, and economic benefits of hydrogen and fuel cells, highlights the need for RD&D efforts to reduce the costs of producing hydrogen from biomass and other resources, to improve conversion efficiencies, to streamline processing, and to improve the economic competitiveness of hydrogen and fuel cells; and

Whereas, the Parties support the need for joint planning of RD&D programs in areas of mutual interest, and enhanced collaboration in the conduct of such programs;

Now, therefore, the Parties agree to the following:

**ARTICLE 1
OBJECTIVES AND AUTHORITY**

Consistent with the Administration’s National Energy Policy, this MOU will establish a coordinated framework for collaborative RD&D efforts between the Parties in areas of mutual interest. Such collaboration shall be based on mutual benefit, equality and reciprocity, with each

Party maintaining the responsibility for their respective RD&D programs. It is the intent of the Parties to mutually support the formulation and execution of such RD&D programs as described in Article 2, Scope of Collaborative Activities.

This MOU is entered into by authority of FSRIA. The Act requires the Secretary of Agriculture and the Secretary of Energy to enter into a MOU under which the Parties shall cooperate in the application of hydrogen and fuel cell technology programs for rural communities and agricultural producers. In addition, the Act requires that under such MOU, the USDA shall work with DOE to disseminate information to rural communities and agricultural producers on potential applications of hydrogen and fuel cell technologies.

ARTICLE 2 SCOPE OF COLLABORATIVE ACTIVITIES

Collaboration under this MOU may include, but is not limited to, the following RD&D areas:

1. Advancement of energy efficient, economically competitive, and environmentally sound energy production from agriculture, forestry, and alternative and conventional energy resources through the use of hydrogen and fuel cell technologies, and the application of such technologies for agriculture, forestry, and other uses by means consistent with the Nation's goals of energy and food security; and
2. Improvement of energy efficiency through the use of hydrogen and fuel cell technologies in the production, processing, storage, distribution, and utilization of agricultural, forestry, and alternative and conventional energy resources.

ARTICLE 3 FORMS OF COLLABORATIVE ACTIVITIES

Collaboration under this MOU may include, but is not limited to, the following activities:

1. Exchange of information on RD&D program plans;
2. Consultations by senior policy and program officials for collaborative planning and execution of RD&D programs;
3. Exchange of scientists, engineers, analysts, and other specialists for participation in agreed upon activities conducted at facilities of the Parties, their contractors, or their cooperators;

4. Routine exchange of current scientific and technical information, including methodologies and results of ongoing RD&D activities;
5. Organization of seminars and other meetings on agreed upon topics;
6. Joint projects in which the Parties agree to share the RD&D analysis and benefits and responsibilities and/or costs; and
7. Dissemination of information to a broad range of rural communities and agricultural and forestry producers on potential applications of hydrogen and fuel cell technologies.

ARTICLE 4 MANAGEMENT

1. To facilitate the administration of this MOU, the Parties shall establish an Interagency Coordinating Working Group under the Hydrogen and Fuel Cell R&D Interagency Task Force as convened by the National Science and Technology Council (NSTC). The Working Group will plan for and implement the objectives of Article 1.
2. The Working Group will administer this MOU, negotiate Interagency Agreements (IAs), coordinate appropriate reviews of the ongoing research efforts under IAs, provide for distribution of technical progress reports, provide coordination of public information releases, and provide for the preparation of annual technology status reviews.
3. The Working Group will encourage communications among program officials responsible for each Party's RD&D efforts, and will inform the Biomass Research and Development Technical Advisory Committee of relevant Working Group activities..
4. When appropriate, the Parties will consult with representatives of public supported RD&D and technology transfer offices to obtain their effective participation in RD&D activities carried out under this MOU.
5. Each Party, either collectively or separately, may seek input from Federal and non-Federal stakeholders who have expertise in areas that are the subject of this MOU.

ARTICLE 5 INTELLECTUAL PROPERTY

The Parties shall agree upon specific intellectual property provisions for incorporation into each IA. Each Party will be responsible for complying with its own patent and technical data requirements.

ARTICLE 6 GENERAL PROVISIONS

1. Collaboration under this MOU will be in accordance with the applicable statutes and regulations governing the respective Parties.
2. Nothing in this MOU is intended to affect any other agreement or arrangement of the Parties in existence on the effective date of this MOU.
3. Subject to the Freedom of Information Act (5 U.S.C. 552), decisions on disclosure of information to the public regarding projects and programs implemented under this document will be made following consultation between the Parties.
4. Timely release of information gained under this MOU will be by mutual agreement of the Parties.
5. This Agreement is a master MOU under which work responsive to DOE needs will be undertaken by the USDA, and work responsive to USDA needs will be undertaken by the DOE.
 - A. Upon agreement of the lead liaison managers, supplements to this master MOU may be proposed for approval by the proper approving authorities of the DOE and the USDA.
 - B. Supplements will identify the responsible parties, funding, work to be performed, starting and ending dates, and other pertinent information.
 - C. This MOU and any supplements are not fiscal documents and shall not be used to obligate or commit funds, or as the basis for the transfer of funds. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value. Any transfer of funds is to be supported by the appropriate fiscal documents.
 - D. This MOU is strictly for internal management purposes for each of the parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of either party. This MOU shall not be construed to provide a private

right or cause of action for or by any person or entity.

- E. This MOU in no way restricts either of the Parties from participating in any activity with other public or private agencies, organizations, or individuals.

ARTICLE 7 FUNDING

Except when otherwise provided in an IA, and to the extent permitted by law, all costs resulting from cooperation under this MOU will be borne by the Party that incurs them. It is expressly understood that the ability of each Party to carry out its obligations under this MOU is subject to the availability of appropriated funds.

ARTICLE 8 EFFECTIVE DATE AND TERMINATION

This MOU will become effective upon the signature of both Parties and remain in effect for 5 years from the date of execution. This MOU may be extended or modified by mutual written agreement, and may be terminated at any time by either Party upon 90 calendar days written notice to the other Party.

Executed in duplicate on the dates indicated below:

Mike Johanns
Secretary of Agriculture

Date

Samuel W. Bodman
Secretary of Energy

Date